

Hearing Date: September 11, 2012 at 10:00 a.m. (ET)
Objection Deadline: September 4, 2012 at 4:00 p.m. (ET)

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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----)	
In re:)	Case No. 12-12020 (MG)
)	
RESIDENTIAL CAPITAL, LLC, <u>et al.</u> ,)	Chapter 11
)	
Debtors.)	Jointly Administered
-----)	

**NOTICE OF DEBTORS' MOTION FOR AN ORDER PURSUANT TO
SECTION 365(d)(4) OF THE BANKRUPTCY CODE EXTENDING
THE TIME WITHIN WHICH UNEXPIRED LEASES OF
NONRESIDENTIAL PROPERTY MAY BE ASSUMED OR REJECTED**

PLEASE TAKE NOTICE that on August 23, 2012, the Debtors and Debtors in possession in the above-captioned cases (collectively, the "Debtors") filed the attached *Debtors' Motion for an Order Pursuant to Section 365(d)(4) of the Bankruptcy Code Extending the Time Within Which Unexpired Leases of Nonresidential Property May Be Assumed or Rejected* (the "Motion") with the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). A hearing to consider the Motion is scheduled for **September 11, 2012 at 10:00 a.m. (ET)** before the Honorable Martin Glenn, United States Bankruptcy Judge, in Courtroom 501 at the Bankruptcy Court, One Bowling Green, New York, New York 10004.

PLEASE TAKE FURTHER NOTICE that any objection to the Motion must be in writing, conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and the Notice, Case Management, and Administrative Procedures approved by the Bankruptcy Court [Docket No. 141], be filed electronically by registered users of the Bankruptcy Court's electronic case filing system, and be served, so as to be received no later than **September 4, 2012 at 4:00 p.m. (ET)**, upon (a) counsel for the Debtors, Morrison & Foerster LLP, 1290 Avenue of the Americas, New York, NY 10104 (Attn: Lorenzo Marinuzzi); (b) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, NY 10004 (Attn: Brian S. Masumoto); (c) the Office of the United States Attorney General, U.S. Department of Justice, 950 Pennsylvania Avenue NW, Washington, DC 20530-0001 (Attn: Eric H. Holder, Jr., US Attorney General); (d) Office of the New York State Attorney General, The Capitol, Albany, NY 12224-0341 (Attn: Nancy Lord, Esq. and Enid N. Stuart, Esq.); (e) Office of the U.S. Attorney for the Southern District of New York, One St. Andrews Plaza, New York, NY 10007 (Attn: Joseph N. Cordaro, Esq.); (f) counsel for Ally Financial Inc., Kirkland & Ellis LLP, 601 Lexington Avenue, New York, NY 10022 (Attn: Richard M. Cieri); (g) counsel to Barclays Bank PLC, as administrative agent for the DIP lenders, Skadden, Arps, Slate, Meagher & Flom LLP, Four Times Square, New York, NY 10036 (Attn: Ken Ziman and Jonathan H. Hofer); (h) counsel for the committee of unsecured creditors, Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036 (Attn: Kenneth Eckstein and Greg Horowitz); (i) counsel for Nationstar Mortgage LLC, Sidley Austin LLP, One South Dearborn, Chicago, IL 60603 (Attn: Jessica C.K. Boelter); (j) Internal Revenue Service, P.O. Box 7346, Philadelphia, PA 19101-7346 (if by overnight mail, to 2970 Market Street, Mail Stop 5-Q30.133,

Philadelphia, PA 19104-5016); and (k) Securities and Exchange Commission, New York Regional Office, 3 World Financial Center, Suite 400, New York, NY 10281-1022 (Attn: George S. Canellos, Regional Director).

PLEASE TAKE FURTHER NOTICE that if an objection to the Motion is not timely filed and served, the Bankruptcy Court may enter an order granting the relief requested in the Motion without further notice or opportunity to be heard afforded to any party.

Dated: August 23, 2012
New York, New York

/s/ Gary S. Lee
Gary S. Lee
Lorenzo Marinuzzi
Jennifer L. Marines

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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

RESIDENTIAL CAPITAL, LLC, et al.,
Debtors.

)
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) Case No. 12-12020 (MG)

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) Chapter 11

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**DEBTORS' MOTION FOR AN ORDER PURSUANT TO
SECTION 365(d)(4) OF THE BANKRUPTCY CODE EXTENDING
THE TIME WITHIN WHICH UNEXPIRED LEASES OF
NONRESIDENTIAL PROPERTY MAY BE ASSUMED OR REJECTED**

TO THE HONORABLE MARTIN GLENN,
UNITED STATES BANKRUPTCY JUDGE:

The debtors and debtors in possession in the above-captioned cases (collectively, the "Debtors")¹ hereby submit this motion (the "Motion")² for entry of an order, in substantially the form attached hereto as Exhibit 1, pursuant to section 365(d)(4) of title 11 of the United States Code (the "Bankruptcy Code"), extending the deadline for the Debtors to assume or reject

¹ The names of the Debtors in these cases and their respective tax identification numbers are identified on Exhibit 1 to the *Affidavit of James Whitlinger, Chief Financial Officer of Residential Capital, LLC, in Support of Chapter 11 Petitions and First Day Motions* (the "Whitlinger Affidavit") [Docket No. 6].

² Creditors and parties-in-interest with questions or concerns regarding the Debtors' Chapter 11 cases may refer to <http://www.kccllc.net/rescap> for additional information.

unexpired leases for nonresidential real property. In support of this Motion, the Debtors respectfully state as follows:

BACKGROUND

1. On May 14, 2012 (the “Petition Date”), each of the Debtors filed a voluntary petition in this Court for relief under Chapter 11 of the Bankruptcy Code. The Debtors are managing and operating their businesses as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108. No trustee has been appointed in these Chapter 11 cases.

2. On May 16, 2012, the Office of the United States Trustee (the “U.S. Trustee”) appointed the nine-member statutory creditors’ committee (the “Committee”).

3. On June 20, 2012, the Court directed that an examiner be appointed [Docket No. 454], and on July 3, 2012, the Court approved Arthur J. Gonzalez as the examiner [Docket No. 674].

4. The Debtors are a leading residential real estate finance company indirectly owned by Ally Financial Inc., which is not a Debtor. The Debtors and their non-debtor affiliates operate the fifth largest mortgage loan servicing business and the tenth largest residential mortgage loan origination business in the United States. A more detailed description of the Debtors, including their business operations, their capital and debt structure, and the events leading to the filing of these bankruptcy cases, is set forth in the Whitlinger Affidavit.

JURISDICTION AND VENUE

5. This Court has subject matter jurisdiction over this Motion pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A). The Court can exercise its subject matter jurisdiction pursuant to 28 U.S.C. § 157(b)(1). Venue of these proceedings is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

RELIEF REQUESTED

6. As of the date hereof, the Debtors are party to more than 54 unexpired leases or subleases of nonresidential real property (collectively, the “Unexpired Leases”).³

7. Pursuant to section 365(d)(4)(A) of the Bankruptcy Code, the initial deadline for the Debtors to assume or reject the Unexpired Leases will expire on September 11, 2012 (the “Original Deadline”). By this Motion, the Debtors seek an Order pursuant to section 365(d)(4)(B)(i) of the Bankruptcy Code extending the time for the Debtors to assume or reject the Unexpired Leases for a period of ninety (90) days through and including December 10, 2012 (the “Extension Date”), without prejudice to the right of the Debtors to seek further extensions upon the consent of the affected lessors.

BASIS FOR RELIEF REQUESTED

8. Section 365(d)(4) of the Bankruptcy Code provides, in relevant part:

(A) Subject to subparagraph (B), an unexpired lease of nonresidential real property under which the debtor is the lessee shall be deemed rejected, and the trustee shall immediately surrender that nonresidential real property to the lessor, if the trustee does not assume or reject the unexpired lease by the earlier of — (i) the date that is 120 days after the date of the order for relief; or (ii) the date of the entry of an order confirming a plan.

(B) (i) The court may extend the period determined under subparagraph (A), prior to the expiration of the 120-day period, for 90 days on the motion of the trustee or lessor for cause.

11 U.S.C. §365(d)(4).

³ A schedule of the Unexpired Leases is annexed hereto as Exhibit 2 and incorporated herein by reference. As of the date of this Motion, the Debtors believe that each of the Unexpired Leases remains in effect and has not expired or terminated according to their respective terms. Moreover, the relief requested applies to all of the Debtors leases of non-residential property, regardless of whether such lease is included on Exhibit 2.

9. Under section 365(d)(4) of the Bankruptcy Code, this Court may extend the Original Deadline for an additional 90-days for “cause.” See 11 U.S.C. § 365(d)(4)(B)(i). The term “cause” is not defined in the Bankruptcy Code, nor does the Bankruptcy Code establish formal criteria for evaluating a request for an extension of the initial 120-day period to assume or to reject unexpired nonresidential real property leases. Although the decision to extend the initial 120-day period is generally within the sound discretion of the court, in determining whether cause exists, courts have relied on several factors, including:

- (a) whether the debtor is paying for use of the property;
- (b) whether the debtor’s continued occupation could damage the lessor beyond compensation available under the Bankruptcy Code;
- (c) whether the leases are important assets of the estate;
- (d) whether the decision to assume or reject the leases would be central to any plan of reorganization;
- (e) the complexity of the case;
- (f) the number of leases at issue; and
- (g) the debtor’s need for additional time to complete an intelligent appraisal of each lease’s value to a plan of reorganization.

See South Street Seaport Ltd. P’ship v. Burger v. Burger Boys, Inc. (In re Burger Boys, Inc.), 94 F.3d 755, 761 (2d Cir. 1996) (citing Theatre Holding Corp. v. Mauro, 681 F.2d 102, 105-06 (2d Cir. 1982) and noting that the list of factors “is by no means exhaustive”); In re Wedtech Corp., 72 B.R. 464, 471-72 (Bankr. S.D.N.Y. 1987).

10. Here, cause exists to extend the deadline by which the Debtors must assume or reject the Unexpired Leases. As noted above, the original 120-day deadline to assume or reject the Unexpired Leases will, unless further extended, expire on September 11, 2012. Pursuant to the express language of Bankruptcy Code section 365(d)(4), the Debtors’ failure to assume or reject the Unexpired Leases by September 11, 2012, absent further extension, will result in the Unexpired Leases being deemed rejected. The Debtors believe that extending the time to assume

or reject the Unexpired Leases for a 90 day period through and including December 10, 2012 is essential.

11. As is customary in complex Chapter 11 cases of this magnitude, since the Petition Date, the Debtors and their professionals have focused their attention on a multitude of pressing matters, including, among others, obtaining Court approval of the Debtors' postpetition financing facility, responding to and litigating various contested matters, preparing and filing schedules of assets and liabilities and statements of financial affairs, and marketing the Debtors' assets to achieve a sale that is expected to generate nearly \$4 billion of value for the Debtors' estates. These efforts, in conjunction with continuing business operations in the ordinary course, have required significant time commitments from the Debtors and their professionals. Thus, the Debtors believe that the relief requested by this Motion is necessary to provide the Debtors sufficient time to properly evaluate the Unexpired Leases without distraction.

12. Although the Debtors have conducted an initial analysis of the Unexpired Leases and filed a preliminary list of Unexpired Leases to be assumed and assigned,⁴ the Debtors wish to avoid making premature decisions to assume or reject any of the Unexpired Leases. The Debtors submit that their ability to assume or to reject the Unexpired Leases will have an impact on any potential bidder's valuation of the Debtors' assets, and accordingly, the Debtors believe that assumption or rejection at this time is premature and would be detrimental to their sale process. An extension of the deadline to assume or to reject the Unexpired Leases will allow any successful buyer to participate in the decision regarding the treatment of the Unexpired Leases, thus potentially enhancing the bidding process, and the value to be realized by the Debtors'

⁴ On July 26, 2012, the Debtors filed the *Notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Property and (III) Cure Amounts Related Thereto* [Docket No. 924].

estates. With at least 54 leases to evaluate, absent an extension of time, the Debtors might inadvertently reject some or all of the Unexpired Leases, resulting in a diminished return on the sale of their assets, as well as increased claims.

13. Pending the Debtors' election to assume or reject each of the Unexpired Leases, the Debtors will continue to perform all of their obligations arising under the Unexpired Leases from and after the Petition Date in a timely fashion, including paying all postpetition rent due, as required by section 365(d)(3) of the Bankruptcy Code. Thus, the extension of time requested in this Motion should not prejudice the Lessors under the Unexpired Leases.

14. For all of these reasons, the Debtors submit that cause exists for an extension of the time to assume or reject the Unexpired Leases of an additional 90 days, through and including December 10, 2012.

15. Courts in this District have granted similar requests for relief. See, e.g., In re Grubb & Ellis Co., Case No. 12-10685 (Bankr. S.D.N.Y. June 13, 2012) (granting 90-day extension, pursuant to section 365(d)(4) of the Bankruptcy Code); In re Hostess Brands, Inc., Case No. 12-22052 (Bankr. S.D.N.Y. Apr. 20, 2012) (same); In re Great Atl. & Pac. Co., Case No. 10-24549 (Bankr. S.D.N.Y. Mar. 24, 2011) (same); In re Borders Group, Inc., Case No. 11-10614 (Bankr. S.D.N.Y. Mar. 15, 2011) (same); In re Mesa Air Group, Inc., Case No. 10-10018 (Bankr. S.D.N.Y. Apr. 15, 2010) (same); In re Extended Stay Inc., Case No. 09-13764 (Bankr. S.D.N.Y. Oct. 8, 2009) (same).

NOTICE

16. Notice of this Motion has been provided by facsimile, electronic transmission, overnight delivery, or hand delivery to the following parties, or in lieu thereof, to their counsel: (a) the Office of the United States Trustee for the Southern District of New York; (b) the Office

of the United States Attorney General; (c) the Office of the New York Attorney General; (d) the Office of the United States Attorney for the Southern District of New York; (e) the Internal Revenue Service; (f) the Securities and Exchange Commission; (g) each of the Debtors' prepetition lenders, or their agents, if applicable; (h) each of the indenture trustees for the Debtors' outstanding notes issuances; (i) Ally Financial Inc.; (j) Barclays Bank PLC, as administrative agent for the lenders under the debtor in possession financing facility; (k) Nationstar Mortgage LLC and its counsel; (l) the Committee; (m) counterparties to the Unexpired Leases; and (n) all parties requesting notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in view of the facts and circumstances, such notice is sufficient and no other or further notice need be provided.

NO PRIOR REQUEST

17. No prior application for the relief requested herein has been made to this or any other Court.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WHEREFORE, the Debtors respectfully request that the Court enter the proposed order, attached hereto as Exhibit 1, extending the Debtors time to assume or reject the Unexpired Leases through and including December 10, 2012 and granting the Debtors such other and further relief as may be just and proper.

DATED: New York, New York
August 23, 2012

/s/ Gary S. Lee

Gary S. Lee
Lorenzo Marinuzzi
Jennifer L. Marines

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*Counsel for the Debtors and
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EXHIBIT 1

PROPOSED ORDER

3. Notwithstanding anything herein to the contrary, this Order shall not modify or affect the terms and provisions of, nor the rights and obligations under, (a) the Board of Governors of the Federal Reserve System Consent Order, dated April 13, 2011, by and among AFI, Ally Bank, ResCap, GMAC Mortgage, LLC, the Board of Governors of the Federal Reserve System, and the Federal Deposit Insurance Corporation, (b) the consent judgment entered April 5, 2012 by the District Court for the District of Columbia, dated February 9, 2012, (c) the Order of Assessment of a Civil Money Penalty Issued Upon Consent Pursuant to the Federal Deposit Insurance Act, as amended, dated February 10, 2012, and (d) all related agreements with AFI and Ally Bank and their respective subsidiaries and affiliates.

4. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: New York, New York

_____, 2012

THE HONORABLE MARTIN GLENN
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 2

Real Property Lease Schedule

Owner/Lessee	Lease Number/Lease Description	Street Address of Real Property	Lease Counterparty Address	Address 1	City	State	Zip
GMAC Mortgage, LLC	Occupancy Agreement between Advantage Office Suites Princess, LLC and Lessee dated 11-17-2011	17470 Pacesetter Way, Scottsdale, AZ 85255	Advantage Office Suites Princess, LLC	17470 Pacesetter Way	Scottsdale	AZ	85255
GMAC Mortgage, LLC	Office Service Agreement between Regus Management Group LLC and Lessee dated 10-6-2009, Renewal Agreements dated 11-1-2010, 2-1-2011, 8-1-2011, 2-1-2012	60 East Rio Salado Pkwy, 9th Floor, Tempe, AZ 85281	Regus Management Group LLC	60 E. Rio Salado Parkway 9th Floor, Suite 900	Tempe	AZ	85281
Residential Funding Company, LLC	Lease between 2255 Partners, L.P. and Lessee dated October 15, 1999, Amendments dated 2-20-2007, 3-1-2012	2255 N. Ontario Street #400, Burbank, CA 91504	2255 Partners L.P. c/o The Worthe Real Estate Group, Inc.	100 Wilshire Blvd. Suite 1600	Santa Monica	CA	90401
GMAC Mortgage LLC	Lease between The Irvine Company LLC, as successor to Maguire Properties - Pacific Arts Plaza, LLC and Lessee dated 8-1-2005, Amendments dated 4-2-2006, 11-1-2006, 12-20-2006, 2-17-2011, 3-8-2011, 4-7-2011, 7-5-2011, 9-9-2011	3200 Park Center Drive, Costa Mesa, CA 92626	The Irvine Company LLC	3200 Park Center Drive Suite 1150	Costa Mesa	CA	92626
GMAC Mortgage, LLC	Sublease between Zonich Inc. and Lessee dated 5-1-2012	2448 Junipero Serra Boulevard, Daly City, CA 94015	Zonich Inc.	2448 Junipero Serra Boulevard	Daly City	CA	94015
GMAC Mortgage, LLC	Office Service Agreement between Regus Management Group LLC and Lessee dated 2-22-2012	655 North Central Avenue, 17th Fl., Glendale, CA 91203	Regus Management Group, Attn: Nayra Akopyan, Center Manager	655 North Central Avenue, 17th Floor	Glendale	CA	91203
GMAC Mortgage, LLC	Office Service Agreement between Regus Management Group LLC and Lessee dated 2-8-2012	11601 Wilshire Blvd., 5th Fl., Los Angeles, CA 90025	Regus Management Group LLC	11601 Wilshire Blvd., 5th Fl	Los Angeles	CA	90025
Homecomings Financial, LLC	Lease between RNM Lakeville, LLC and HomeComings Financial Network, Inc. dated 12-12-2003, Amendment dated 7-13-2006, Sublease between Lessee and Amy's Kitchen, Inc. dated 1-22-2009, Amendment dated 1-1-2012; Sublease between Homecoming Financial, LLC and Clover Stornetta Farms, Inc. dated 1-10-2012	1650 Corporate Circle, Suites 100, 150 and 200, Petaluma, CA 94954	PVP Holdings JV, LLC	280 Park Avenue, 36th Floor	New York	NY	10017
GMAC Mortgage, LLC	Office Service Agreement between Regus Management Group LLC and Lessee dated 1-11-2012	1215 K Street, 17th Floor, Offices 1720 and 1721, Sacramento, CA 95814	Regus Management Group LLC Attn: Nishant Kohli	1215 K Street, Suite 1700	Sacramento	CA	95814
GMAC Mortgage, LLC	Memo of Understanding between National Default Servicing, LLC and Lessee, dated 9-16-2009	9635 Granite Ridge Drive, San Diego, CA 92123	National Default Servicing LLC	9635 Granite Ridge Drive	San Diego	CA	92123
GMAC Mortgage, LLC	License Agreement between Barrister Executive Suites, Inc. and Lessee dated 8-10-2011	7676 Hazard Center Drive, Suite 500-33A and B, San Diego, CA 92108	Barrister Executive Suites, Inc.	7676 Hazard Center Drive, Suite 500	San Diego	CA	92108
GMAC Mortgage, LLC	Sublease between PBC San Jose, LLC and Lessee dated 4-6-2011, Extensions and Amendments dated 10-25-2011, 4-6-2012	111 N. Market Street Suite 300, Offices #8 and 9, San Jose, CA 95113-1116	PBC San Jose, LLC	111 N. Market Street Suite 300	San Jose	CA	95113-1112
GMAC Mortgage, LLC	Sublease between PBC San Jose, LLC and Debto, dated 9-8-2011	111 N. Market Street Suite 300, Office #10, San Jose, CA 95113-1116	PBC San Jose, LLC	111 N. Market Street Suite 300	San Jose	CA	95113-1112
GMAC Mortgage, LLC	Lease between Studio e Valencia, a division of eSuites, Inc. and Lessee dated 3-12-2012	28005 N. Smyth Drive, Valencia, CA 91355	Studio e Valencia, a division of e Suites, Inc.	28005 N. Smyth Drive	Valencia	CA	91355
GMAC Mortgage, LLC	Client Services Agreement between PBC Walnut Creek, LLC and Lessee dated 4-1-2010, Amendment dated 9-1-2011	1990 North California Blvd., 8th Floor #830, Office 228, Walnut Creek, CA 94596-7261	PBC Walnut Creek, LLC	1990 North California Blvd Suite 830	Walnut Creek	CA	94596
GMAC Mortgage LLC	Office Service Agreement between Regus Management Group LLC and Lessee dated 3-31-2011, Renewal Agreement dated 2-23-2012	1224 Mill Street, Office 215, East Berlin, CT 06023	Regus Management Group LLC	1224 Mill Street, Building B, Ste 224	East Berlin	CT	06023
GMAC Mortgage LLC	Sublease between Performance Realty International LLC and Lessee dated 4-16-2012	990 North State Road 434, Altamonte Springs, FL 32714	Performance Realty International LLC	990 North State Road 434	Altamonte Springs	FL	32714
GMAC Mortgage, LLC	Office Service Agreement between Regus Management Group LLC and Lessee dated 2-1-2011, Renewal Agreement dated 12-1-2	1560 Sawgrass Corporate Parkway, Suite 401, Fort Lauderdale (Sunrise), FL 33323	Regus Management Group LLC	1560 Sawgrass Corporate Pkwy, 4th Floor	Sawgrass	FL	33323
GMAC Mortgage, LLC	Office Service Agreement between Regus Management Group LLC and Lessee dated 2-1-2011, Renewal Agreement dated 12-1-2011	1560 Sawgrass Corporate Parkway, Suite 494, Fort Lauderdale (Sunrise), FL 33323	Regus Management Group LLC	1560 Sawgrass Corporate Pkwy, 4th Floor	Fort Lauderdale	FL	33323
GMAC Mortgage, LLC	Sublease between Performance Realty International LLC and Lessee dated 4-16-2012	100 West 5th Avenue, Mt. Dora, FL 32757	Performance Realty International LLC	990 North State Road 434	Altamonte Springs	FL	32714
GMAC Mortgage, LLC	Sublease between The Office Annex, Inc. and Lessee dated 5-17-2011 with Addendum	111 Second Avenue NE Suite 532, St. Petersburg, FL 33701	The Office Annex, Inc.	111 Second Ave. NE, Suite 919	St. Petersburg	FL	33701

Real Property Lease Schedule

Owner/Lessee	Lease Number/Lease Description	Street Address of Real Property	Lease Counterparty Address	Address 1	City	State	Zip
GMAC Mortgage, LLC	Full Time Office Agreement between Solutions Office Suites, LLC and Lessee dated 3-6-2012	511 W Bay Street, Suite 350, Tampa, FL 33606	Solutions Office Suites, Michelle Maxner, Center Manager	511 W Bay Street, Suite 350	Tampa	FL	33606
GMAC Mortgage, LLC	Lease between Performance Realty International LLC and Lessee dated 4-16-2012	1977 Dundee Drive, Winter Park, FL 32792	Performance Realty International LLC	990 North State Road 434	Altamonte Springs	FL	32714
GMAC Mortgage, LLC	Office Service Agreement between Regus Management Group LLC and Lessee dated 1-16-2009, Renewal Agreements dated 2-1-2010, 2-1-2012	Two Ravinia, Suite 5001, Atlanta, GA 30346	HQ-Atlanta Ravinia	Two Ravinia, Suite 500	Atlanta	GA	30346
GMAC Mortgage, LLC	Office Service Agreement between Regus Management Group LLC and Lessee dated 12-2-2011 with Addendum	1170 Peachtree Street NE, Suite 1200-1239, Atlanta, GA 30309	Regus Management Group LLC	1170 Peachtree Street NE, Suite 1200	Atlanta	GA	30309
GMAC Mortgage, LLC	Lease between McBride Realty, Inc. and Lessee dated 4-16-2012	4426 Washington Road, Evans, GA 30809	McBride Realty, Inc.	4426 Washington Road	Evans	GA	30809
GMAC Mortgage, LLC	Parking Lease between Menard, Inc. and Lessee dated 2-24-2012	Parking parcel adjacent to 1051 E. San Marnan Drive, Waterloo, IA 50702	Menard, Inc., Attn: Alex Bushey, Sales and Leasing Representative	5101 Menard Drive	Waterloo	IA	50702
Residential Funding Corporation	Lease between Center Township, Marion Cty. Indiana and Lessee dated 7-1-2005	300 East Fall Creek, Suite 124, Indianapolis, IN 46205	Center Township, Marion Cty. Indiana	300 East Fall Creek Parkway Suite 600	Indianapolis	IN	46205
GMAC Mortgage, LLC	Sublease between Group Boston Real Estate LLC and Lessee dated 4-16-2012	53 Hereford Street, Boston, MA 02115	Group Boston Real Estate LLC	53 Hereford Street	Boston	MA	02115
GMAC Mortgage, LLC	License Agreement between Hopkinton Executive Suites, LLC and Lessee dated 7-20-2011	34 Hayden Rowe Street, Suite 162, Hopkinton, MA 01748	Hopkinton Executive Suites, LLC	34 Hayden Rowe Street, Suite 100	Hopkinton	MA	01748
GMAC Mortgage, LLC	License Agreement between Newtown Executive Office, Inc. and Lessee dated 4-25-2012	233 Needham Street, Office #78, Newton, MA 02464	Newtown Executive Office, Inc.	233 Needham Street, Office Suite 300	Newton	MA	02464
GMAC Mortgage, LLC	Sublease between Timothy Guy Smith P.C. and Lessee dated 5-1-2012	2480 Route 97, Suite 7, Glenwood, MD 21738	Timothy Guy Smith P.C.	2480 Route 97, Suite 7	Glenwood	MD	21738
GMAC-RFC Homecomings Financial	Memo of Understanding between Homeowners Alliance and Lessee dated 11-1-2006	24516 Harper Avenue, St. Clair Shores, MI 48081	Homeowners Alliance	24516 Harper Avenue	St. Clair Shores	MI	48081
Residential Funding Company, LLC	Lease between Teachers Insurance and Annuity Association of America and Lessee dated 7-7-2004, Amendments dated 11-3-2004, 11-8-2004, 11-8-2004, 4-7-2005, 12-15-2005, 7-14-2006, 1-22-2007, 6-20-2008, 6-30-2008, 10-1-2010	8400 Normandale Lake Boulevard, Bloomington, MN 55437	Teachers Insurance and Annuity Association of America c/o Northmarq RES	8400 Normandale Lake Boulevard #320	Bloomington	MN	55437
GMAC Mortgage, LLC	Lease between Euclid Plaza Associates, L.L.C. and Lessee dated 11-1-2010, Amendment dated 10-2011	625 N. Euclid, Suite 515, St. Louis, MO 63108	Red Brick Management, LLC	393 N. Euclid, Suite 300	St. Louis	MO	63108
GMAC Mortgage, LLC	Lease between Realty World - Graham/Grubbs & Associates and Lessee dated 10-1-2011	112 W. Boulevard, Laurinburg, NC 28352	Realty World - Graham/Grubbs and Associates	112 W. Boulevard	Laurinburg	NC	28352
GMAC Mortgage, LLC	Office Service Agreement between Regus Management Group LLC and Lessee dated 7-13-2009 with Addendum	33 Wood Avenue South, Office 633, Iselin, NJ 08830	Regus Management Group LLC	33 Wood Avenue South	Iselin	NJ	08830
GMAC Mortgage, LLC	Lease between Advanced Exec Virtual Office Suites and Lessee dated 10-2-2008	10775 Double R Boulevard, Reno, NV 89521	GBM Properties, LLC Aevos	10587 Double R Boulevard	Reno	NV	89521
GMAC Mortgage, LLC	Sublease between Real Estate Vision, LLC and Lessee dated 3-1-2012	2004 Route 17M, Goshen, NY 10924	Real Estate Vision, LLC d/b/a Keller Williams Realty, Attn Debbie Hogan	2004 Route 17M	Goshen	NY	10924
GMAC Mortgage, LLC	Service Agreement between Totus, Inc. and Lessee dated 4-26-2012	105 Maxess, Office #106, Melville, NY 11747	Totus, Inc.	105 Maxess, Office #124S	Melville	NY	11747
GMAC Mortgage, LLC	Office Service Agreement between Regus Management Group LLC and Lessee dated 10-28-2011	4449 Easton Way 2nd Floor, Offices 2106 & 2094, Columbus, OH 43219	Regus Management Group LLC	4449 Easton Way, 2nd Floor	Columbus	OH	43219
GMAC Mortgage, LLC	Lease between Liberty Property Limited Partnership and Lessee dated 1-31-2006	1100 Virginia Drive, Fort Washington, PA 19034-3200	Liberty Property Limited Partnership	5 Walnut Grove Drive	Horsham	PA	19044
GMAC Mortgage, LLC	Sublease between DeVry Inc. and Lessee dated 1-10-2012, Extension Option dated 5-3-2012	1140 Virginia Drive, Fort Washington, PA 19034-3200	Devry Inc.	2400 N. Dallas Parkway, Suite 300	Plano	TX	75093
GMAC Mortgage, LLC	Lease between Avenel Realty Company, Inc. and Lessee dated 5-21-2011	1307 Avenel Boulevard, Apt. 1307, North Wales, PA 19454	Avenel Realty Company dba Avenel at Montgomery Square	1100 Avenel Boulevard	North Wales	PA	19454
GMAC Mortgage, LLC	Office Service Agreement between Regus Management Group LLC and Lessee dated 7-27-2011, Renewal Agreements dated 11-1-2011, 5-1-2012	1320 Main Street Suite 300, Office 341, Columbia, SC 29201	Regus Management Group, LLC	1320 Main Street, Suite 300	Columbia	SC	29201

Real Property Lease Schedule

Owner/Lessee	Lease Number/Lease Description	Street Address of Real Property	Lease Counterparty Address	Address 1	City	State	Zip
GMAC Mortgage, LLC	Office Service Agreement between Regus Management Group LLC and Lessee dated 6-13-2011 with Addendum	725 Cool Springs, Suite 600, Franklin , TN 37067	Regus Management Group, LLC	725 Cool Springs Boulevard, Suite 600	Franklin	TN	37067
GMAC Mortgage, LLC	Sublease between Norfolk Homes of Nashville, Inc. and Lessee dated 2-17-2012	277 Mallory Station Road, Suite 106, Franklin, TN 37067	Norfolk Homes of Nashville, Inc.	227 Mallory Station Road, Suite 106	Franklin	TN	37067
GMAC Mortgage, LLC	Office Services Agreement between New Towne Center Inc. and Lessee dated 10-19-2010	915 East McLemore Avenue, Suite 205, Memphis, TN 38106	New Towne Center Inc.	915 East McLemore Avenue Suite 201	Memphis	TN	38106
GMAC Mortgage, LLC	Master Service Agreement between Preferred Office Network, LLC and Lessee dated 2-1-2012	9442 Capital of Texas Highway North, Plaza One, Suite 500, Austin, TX 78759	Preferred Office Network, LLC, c/o Jennifer Creed	4555 Mansell Road, Suite 300	Alpharetta	GA	30022
Residential Funding Corporation	Lease between Brandywine Cityplace LP and Lessee dated 12-17-1993, Amendments dated 8-3-1994, 6-12-1996, 6-19-1997, 12-31-1999, 6-13-2003, 9-14-2004, 7-26-2006; Change of ownership notice 5-22-2007 to Dallas CPT Fee Owner, L.P.	2711 North Haskell Avenue, Dallas, TX 75204	Dallas CPT Fee Owner, L.P.	2711 North Haskell Avenue, Suite 450	Dallas	TX	75204
GMAC Mortgage, LLC	Lease between BREOF Convergence LP and Lessee dated 7-30-2002, Amendments dated 3-23-2004, 11-4-2005, 8-25-2011	2501 S State Hwy 121 Suite 300 Denton, Lewisville, TX 75067	Digital Lewisville, LLC	2323 Bryan Street, Suite 1800	Dallas	TX	75201
GMAC Mortgage, LLC	Lease between MLS, Inc. and Lessee dated 12-11-2011	2504 Anderson Highway, Powhatan, VA 23139	MLS, Inc. dba Country Living Homes	2504 Anderson Highway	Powhatan	VA	23139
ETS of Virginia, Inc.	Service Agreement between BusinesSuites (Texas) Ltd and Lessee dated 9-13-2011	3900 Westerre Parkway Suite 300, Office 328, 330, 332, Richmond, VA 23233	Business Suites (Texas) LTD	3900 Westerre Parkway Suite 300	Richmond	VA	23233
ETS of Washington, Inc.	Office Service Agreement between Regus Management Group LLC and Lessee dated 8-1-2011	800 Bellevue Way, Office 420, Bellevue, WA 98004	Regus Management Group LLC	800 Bellevue Way, Ste 400	Bellevue	WA	98004
GMAC Mortgage LLC	Office Service Agreement between Regus Management Group LLC and Lessee dated 2-14-2011, Renewal Agreements dated 10-4-2011, 2-23-2012	800 Bellevue Way, Office 429 and 430, Bellevue, WA 98004	Regus Management Group LLC	800 Bellevue Way, Ste 400	Bellevue	WA	98004